

#### **AGP-49. INSPECTION OF SERVICES**

- (a) Definition. "Services," as used in this Article, includes services performed, workmanship, and material furnished or utilized in performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to JPL covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to JPL during Contract performance and for as long afterwards as the Contract requires.
- (c) JPL has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. JPL shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If JPL performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient performance of those duties, without additional charge, or if this is a cost reimbursement contract, without additional fee.
- (e) If any of the services do not conform with Contract requirements, JPL may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount, or, if this is a cost-reimbursement contract, for no additional fee. When the defects in services cannot be corrected by reperformance, JPL may:
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - (2) Reduce the Contract price, or, if this a cost-reimbursement contract, reduce any fee payable under the Contract, to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the action necessary to ensure future performance in conformity with Contract requirements, JPL may:
  - (1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by JPL that is directly related to the performance of such service; or
  - (2) Terminate the Contract for default.